

**STIPULATED SETTLEMENT**

This Stipulated Settlement is made on this 14<sup>th</sup> day of January 2008 by and between KAMALA BADE MESIK (hereinafter referred to as "Employee") and DKK, INC. and KIM HONG KYUN (hereinafter collectively referred to as "Employer").

**RECITALS:**

- A. There is a pending lawsuit in the Northern Mariana Islands District Court entitled *KAMALA BADE MESIK v. DKK, INC. and KIM HONG KYUN*, Civil Action No. 07-0019 with Employee as plaintiff and Employers as defendants (the "Lawsuit");
- B. In the Lawsuit, Employee alleges certain labor law violations under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* ("FLSA");
- C. Employers have, among other things, raised a number of legal issues pertaining to personal jurisdiction and improper service of process;
- D. It is the intent of the parties to resolve, settle and dismiss with prejudice Employee's claims brought in the Lawsuit.

NOW, THEREFORE, in consideration of the preceding Recitals and in consideration of the mutual covenants, agreements, representations and promises contained in this Stipulated Settlement, the parties agree as follows:

- 1. **PURPOSE:** This Stipulated Settlement is made as a compromise among the parties to this agreement for the complete and final resolution of their claims, differences, and causes of action with respect to the unpaid wage claims of Employee.
- 2. **TERMS OF SETTLEMENT:** In consideration of the mutual covenants set forth, Employers agree to pay the total sum of FIVE THOUSAND & 00/100 DOLLARS

(\$5,000.00) representing unpaid wages, liquidated damages, attorney's fees and costs, to be paid upon execution of this agreement by all the parties. Upon receipt and execution by all parties and counsel of this Stipulated Settlement, Employee shall file with the Court in which the Lawsuit is pending this Stipulated Settlement together with a Stipulated Dismissal, and request therein that the District Court approve this Stipulated Settlement and dismiss, *with prejudice*, all of Employee's claims against Employer for unpaid wages, liquidated damages, costs, attorney's fees, any other claims that were brought in this Lawsuit and any other relief available to Employee against Employer under the FLSA or Commonwealth wage and hour law.

3. **RELEASE AND COVENANT NOT TO SUE:** Employee, on behalf of herself, her heirs, successors and assigns, does hereby release Employer for any and all unpaid wages, in any form, and any and all other rights or remedies Employee has or had under the FLSA, any CNMI wage and hour law, any contract theory of wages owed or otherwise, and agrees not to sue Employer for any and all such claims that arose prior to the execution of this Stipulated Settlement.

4. **NO OUTSIDE INDUCEMENT/NO PRESUMPTION AGAINST DRAFTER:** The parties to this Stipulated Settlement hereby acknowledge and admit that no statement of fact or opinion has been made by any of them, or anyone acting on behalf of them, to induce their consent to this Stipulated Settlement, other than as expressly set forth herein. The parties hereto acknowledge that they have each participated, through their respective counsel, in the drafting of this Stipulated Settlement, and the parties hereby waive any claim or presumption, which would otherwise exist against the party drafting this Stipulated Settlement.

5. **MODIFICATION OF AGREEMENT:** This Stipulated Settlement may be amended, or any right or condition waived, only through a written instrument which the party against whom such amendment or waiver is sought to be enforced has signed.

6. **BINDING EFFECT:** This Stipulated Settlement and all of its terms, covenants and conditions shall inure to the benefits of and be binding upon, the respective heirs, representatives, successors and assigns of the parties hereto.

7. **ATTORNEY'S FEES FOR ENFORCEMENT:** The prevailing party in any action or proceeding to enforce or interpret any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter. "Prevailing party" as used herein means either: (1) the party that obtains the greater amount of relief, whether through arbitration or litigation; or (2) the party that successfully defends a suit involving this Agreement, whether the case is dismissed for lack of jurisdiction, failure to join an indispensable party, the opposing party voluntarily dismisses the action, or otherwise.

WHEREFORE, the parties hereto execute this Agreement:

Jan-15-08  
Date:

Kamala Bade Mesik  
KAMALA BADE MESIK  
Employee

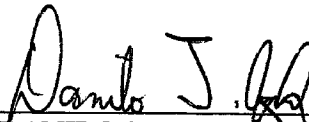
1/16/08  
Date

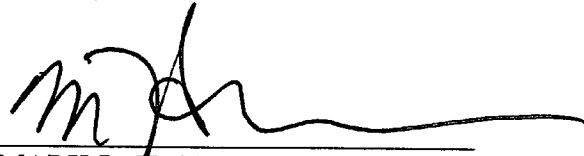
Kim Hong Kyun  
KIM HONG KYUN, in his personal capacity  
and on behalf of DKK, INC.  
Employer

APPROVED AS TO FORM:

1/15/08  
Date

1-16-2008  
Date

  
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DANILO T. AGUIAR, ESQ.  
Attorney for KAMALA MESIK

  
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MARK B. HANSON, ESQ.  
Attorney for DKK, INC. and KIM HONG KYUN